

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA  
LAS VEGAS DIVISION

COMBS PRODUCE CO., LP

Plaintiff,

VS.

CAL-USA BROKERS, INC.,  
HARRY MANETTAS, AND  
PHILIP KOSTOFF

Defendants.

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CIVIL ACTION NO. 2:10-cv-01523

**DEFAULT JUDGMENT AGAINST  
DEFENDANT PHILIP KOSTOFF**

Before the Court is Plaintiff, COMBS PRODUCE CO., LP's ("**Combs**"), *Motion for Default Judgment (the "**Motion**") Against Defendant Philip Kostoff* (the "**Kostoff**"). It appears to the Court after consideration of the evidence submitted in support of the Motion that good and just cause exists for granting the Motion, particularly in light of the fact that Kostoff, although duly and properly served with process herein or having waived formal requirements of service of process, has failed to file an answer or otherwise defend as to the amended complaint filed by Combs initiating the above styled and referenced action ("**Action**").

Accordingly, the Court ORDERS, ADJUDGES and DECREES and finds as follows:

1. The Motion shall be and is hereby GRANTED; and
2. Judgment by default shall be and is hereby entered against Kostoff, jointly and severally with the default judgment heretofore granted in favor of Combs against Defendants Cal-USA Brokers, Inc. and Harry Manettas ("**Defendants**") (Dkt. No. 46), in favor of Combs on all causes of action asserted in the Amended Complaint filed in the Action (the "**Complaint**"), which are incorporated herein by reference as if fully set forth for all purposes; and

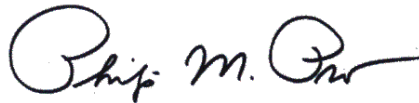
3. All of the factual allegations set forth in the Complaint shall be and are hereby taken to be admitted by the Kostoff and are deemed to be true and valid, including but not limited to the following:

a. Combs is the beneficiary of a federal statutory trust created in its favor pursuant to the terms of the PACA (the “**PACA Trust**”) as it relates to the Kostoff. 7 U.S.C. § 499e(c). The PACA Trust is intended to secure and provide for repayment of the indebtedness owing to suppliers of perishable agricultural commodities, such as Combs; and

b. Defendant violated and breached the PACA Trust provision as it relates to his obligations owing to Combs; and

4. Combs shall have and recover judgment of and from Kostoff, jointly and severally with the other Defendants in the Action, the sum of \$740,805.55, together with reasonable attorneys’ fees and expenses, and costs of court, on the total of which Combs shall also recover pre-judgment interest of \_\_\_\_\_% per annum until the date a final judgment is entered in this Action. Combs shall also be entitled to recover post-judgment interest on all sum awarded by the Court to be set forth in a final judgment.

SIGNED this \_ 11th day of May, 2011.

A handwritten signature in black ink, appearing to read "Philip M. Ghera", is written above a horizontal line.

UNITED STATES DISTRICT JUDGE